

**ADDENDUM #1: NOTE CHANGES ON THE BID OPENING DATE AND SECTION 1.0 AND PRICING PAGE (ATTACHMENT A)**



**NOTICE OF SOLICITATION**

**SERIAL 03149-S**

**INVITATION FOR BIDS FOR: CONSULTATIVE MENTAL/BEHAVIORAL HEALTH SERVICES FOR HEAD START CHILDREN AND FAMILIES (NIGP 95262)**

Notice is hereby given that sealed bids will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until **2:00 P.M./M.S.T. on SEPTEMBER 09 02, 2003** for the furnishing of the following for Maricopa County. Bids will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All bids must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked **"SERIAL 03149-S INVITATION FOR BIDS FOR CONSULTATIVE MENTAL/BEHAVIORAL HEALTH SERVICES FOR HEAD START CHILDREN AND FAMILIES (NIGP 95262)."**

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this request for bids must be filed with the Procurement Consultant in accordance with Section MC1-905 of the Code.

**ALL ADMINISTRATIVE INFORMATION CONCERNING THIS BID AND THE CONTRACTUAL TERMS AND CONDITIONS CAN BE LOCATED AT <http://www.maricopa.gov/materials>.**

**ANY ADDENDUM'S TO THIS SOLICITATION WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.**

**BID ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED BY  
THE MARICOPA COUNTY MATERIALS MANAGEMENT CENTER**

**INQUIRIES:**

**STAN FISHER  
SENIOR PROCUREMENT CONSULTANT  
TELEPHONE: (602) 506-3274**

**NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:**

**<http://www.maricopa.gov/materials/advbd/advbd.asp>**

**VENDORS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH THEIR BID**

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Signature:

Date

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**NO RESPONSE**

Contractors not responding to this bid are asked to complete this document and return it to Maricopa County Materials Management Department, 320 W. Lincoln St., Phoenix, AZ 85003-2494.

**MARK OUTSIDE ENVELOPE "SERIAL 03149-S"**

Responses must be received **BY 2:00 P.M. SEPTEMBER 09 02, 2003**. Contractors failing to submit a bid, or this document, may be subject to removal from the Maricopa County Materials Management Contractor List.

SERIAL **03149-S**

TITLE: **CONSULTATIVE MENTAL/BEHAVIORAL HEALTH  
SERVICES FOR HEAD START CHILDREN (NIGP 95262)**

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CONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ CONTACT: \_\_\_\_\_

REASON FOR NO BID:

_____	Insufficient time
_____	Do not handle product/service
_____	Other: _____
	_____
	_____

**IMPORTANT**

**PLEASE READ BEFORE SUBMITTING YOUR BID**

**M/WSBE CONTRACT PARTICIPATION**

For this Contract a combined M/WSBE goal of 0% involvement is established for Minority/Women-Owned Small Business Enterprises (M/WSBE). This goal may be attained singularly or by any combination thereof to create the overall designated percentage involvement goal. Instructions and required forms are included in the Minority/Women-Owned Small Business Enterprise Program Contracting Requirements section. The Maricopa County Minority and Women-Owned Small Business Enterprise Program, revised June 14, 2000, is incorporated by reference

The Materials Management Department of Maricopa County will endeavor to ensure in every possible way that Minority and Women-owned Small Business firms shall have every opportunity to participate in providing professional services, materials, and contractual services to the Materials Management Department of Maricopa County without being discriminated against on the grounds of race, religion, sex, age or national origin. The Maricopa County Minority Business Program, effective January 1, 1992, is incorporated by reference.

Attachments E, F, and G provide detailed information and forms to be submitted as part of your bid. **If no goal has been set the attachments will be not be required to be submitted with your bid.**

**THESE FORMS MAY BE LOCATED AT <http://www.maricopa.gov/materials>. M/WSBE PARTICIPATION FORMS.**

SPECIFICATIONS ON INVITATION FOR BID FOR: **CONSULTATIVE MENTAL/BEHAVIORAL  
HEALTH SERVICES FOR HEAD START  
CHILDREN AND FAMILIES (NIGP 95262)**

**1.0 INTENT:**

The intent of this solicitation is to solicit bids from qualified vendors to provide consultative mental/behavioral health services to Head Start children in accordance with Head Start Performance Standards on Services for Children, U.S. Department of Health and Human Services Administration, on Children Youth and Families, 45 CFR, Parts 1304,1305 and 1308. Awards will be made to serve two (2) geographical areas (East area & West area), as defined herein. Participants should understand that the contractor positions offered by way of this solicitation, shall be approximately **20 hours, per week, for “West Side” locations and 25 hours per week for “East Side” locations**, during the period that school is in session. Awards may be made to one contractor to serve both geographical locations or to two (2) contractors to serve one (1) geographical location each. Participants should also understand that **compensation/hourly rate has been pre-determined to be \$35.00 ~~47.00~~ per hour** by Human Services. The contract resultant of this solicitation shall be a requirement contract. No services shall be provided without a valid purchase order.

**2.0 TECHNICAL SPECIFICATIONS:**

**2.1 BASIC DEFINITIONS / TASKS:**

- 2.1.1 Staff Consultation – the process of case management during which a mental health professional or behavior interventionist confers with the teaching and/or social service staff to discuss child/classroom needs goals and progress as well as the design, implementation or modification of a Behavior Plan. Unit of service is 1 hour.
- 2.1.2 Classroom Observation – the activity conducted by a mental health professional or behavior interventionist of observing and describing the physical classroom environment and the child’s social interaction and behavior in the classroom to determine those factors that may be related or contributing to behavioral challenges exhibited by the child. Unit of service is 1.5 hours.
- 2.1.3 Behavior Plan – a series of strategies that are designed by the mental health professional or behavioral interventionist in collaboration with the parents and staff utilizing classroom observation, parent input, and staff input to promote positive changes in a child’s behavior.
- 2.1.4 Head Start – an early care and education service for children ages 0-5 that provides a comprehensive health, nutritional, educational, mental health, and social services curriculum. The program encourages the direct participation of parents in the development, conduct and direction of the program, which is designed to support and enhance the parental role.
- 2.1.5 Home Base Services – are a part of the Head Start program in which teachers regularly visit the home. A lesson is prepared with the parents to assist the family in meeting agreed upon objectives and provide support to the family in teaching children. Usually Home Base is provided to three-year-old children, where individual conditions warrant home teaching rather than center based teaching.
- 2.1.6 Behavioral/Mental Health Services – services provided by a mental health professional who is certified by the state or is under the direct supervision of a state certified professional (such as a licensed psychologist) and include: (1) assisting in the planning of behavioral health programs; (2) staff consultation and training; (3) observing children and consulting with staff in regard to those observations; (4) advising and assisting in the development of screening and assessment of children for behavioral health needs; (5) providing special help for children with atypical behavior;

(6) referring families to community mental health agencies and related resources; (7) advising and supporting parents, and: (8) referring children for diagnostic examinations to confirm that emotional problems do not have a physical basis.

- 2.1.7 Observations – an act of watching, listening and recording the observable, factual issues such as environment, child actions, staff actions and/or family actions that may be contributing to behavioral health problems in the home and/or classroom.
- 2.1.8 Case Management – a team approach with the mental health professional/behavior interventionist as the lead agent in designing strategies and providing support services to Head Start children and their families. Teams will include the contract staff, Head Start instructional staff, Head Start social service staff, the parent(s) and others as deemed necessary or beneficial.
- 2.1.9 Case Conference – a meeting that takes place with the mental health consultant/specialist, the instructional staff and/or the social service staff to discuss any ongoing issues of children's behavioral health, make recommendations for services, review cases and/or review behavior plans.
- 2.1.10 Behavioral Intervention Services – services provided by a behavioral interventionist or other mental health professional and include: (1) conducting functional behavioral analysis; (2) designing effective behavior intervention plans; (3) overseeing the progress of the behavior intervention plans.
- 2.1.11 Behavior Interventionist - a professional with specific experience working with young children in an early education setting, conducting functional behavioral assessment, analyzing behavioral data and designing specific strategies for extinguishing inappropriate behaviors and promoting more positive and acceptable behaviors.
- 2.1.12 Functional Behavior Assessment – Assessment conducted by the behavior interventionist or mental health professional that analyzes behavior and its function for the child through the use of observation, parent and staff input and/or a standardized Functional Behavior Assessment instrument.
- 2.1.13 Behavioral Interventions – specific strategies developed by the behavior interventionist or mental health professional and used by the parents and/or staff to support the child in attaining a desired behavioral goal.
- 2.1.14 Parent Interview – a strategy composed of questions or a standardized parent reporting tool used by the mental/behavioral health professional to obtain information from the parent or custodial adult regarding family history, prenatal, medical, and developmental history and daily routines.
- 2.1.15 Referral – the arrangement of assistance for individuals to gain access to services through the provision of accurate and current information regarding appropriate resources and/or agencies
- 2.1.16 Behavioral Health Referral – the referral made by the Head Start staff for contract services with the mental health professional and/or the behavior interventionist.
- 2.1.17 Referral Date – the date on which the contractor receives the behavioral health referral signed by the parent.
- 2.1.18 Staff/Parent Training – a service which provides learning experiences which increase knowledge and/or skills of staff and/or parents related to mental/behavioral health issues facing families, young children's social/emotional development and resources/services available to address these issues.

- 2.1.19 Special Rural Area Provision – allowance of contractor to receive special compensation providing services in areas of Maricopa County not frequently served because of distance. Expenditures must be approved by the Special Needs Coordinator before travel by the contract staff.

\*\*Head Start may pay two (2) extra hours per item for travel to Wickenburg, Aguila, or Gila Bend. Head Start may pay one (1) extra hour per item for travel to Buckeye, Queen Cree/Higley, Williams CDC (in east Mesa), Taft (NE Mesa) or Cave Creek. No other areas, unless approved prior to travel will receive special rural area provision compensation.

- 2.1.20 Parent Consultation – a contact with a family or families that provides them with information regarding mental health issues in general or specific to a family's needs. Consultation may be conducted in the form of handouts given to the family or face to face communication. Unit of service is 30 minutes.
- 2.1.21 Mileage Reimbursement – mileage is paid for travel between centers **during work hours**. Mileage begins only after the first **Head Start destination** has been reached (may include the Head Start central office, the WSHS delegate office, the Grantee-operated office, or a Head Start family's home). Mileage ends at the final Head Start site. Reimbursable amount will be set by the current County rates in effect at the time of submission.
- 2.1.22 Missed Appointments – appointments set between the contract provider and the parent or staff but are cancelled by the parent or the staff member without providing the minimum notice required. Minimum notice is 12 hours prior to the appointment. Should a Head Start parent or staff fail to keep a set appointment with the contract provider without minimum notice of cancellation, the contractor may bill for 1 hour under Task A.

2.2 GOAL:

Head Start children and their families will have the opportunity for obtaining mental/behavioral health support services through a consultative method of service delivery that will direct children toward the attainment of positive social-emotional development.

2.3 OBJECTIVES:

- 2.3.1 To provide on-site consultation to identified classroom/home base teaching staff and family case specialists using case management strategies that support the development of collaborative relationships among Head Start staff, families, mental/behavioral health providers and the larger community.
- 2.3.2 To provide specific consultation to classroom staff and families in the form of information and on-site services to support staff and families in the reduction of children's inappropriate behaviors.
- 2.3.3 To support staff and parents in understanding mental/behavioral health issues in general and specific to their needs through training and one on one support.

2.4 TASK A – ADMINISTRATIVE SUPPORT & PLANNING:

REQUIRES a minimum of a one (1) hour monthly meeting with Maricopa County Human Services Department to:

- 2.4.1 Assess and plan training for teachers, family case specialists and/or parents
- 2.4.2 Provide continuous case review and assessment of ongoing mental/behavioral health services.

**2.5 TASK B – CLASSROOM OBSERVATION:**

A written observation of the Head Start classroom and/or specific child in the classroom to conduct a functional behavioral analysis. Observations are to be completed within 10 calendar days upon receipt of referral and will include, but not be limited to:

- 2.5.1 Observations of the dynamics and interactions of the child with the teachers, parents, and other children.
- 2.5.2 Observations of the teachers' interactions with the child.
- 2.5.3 Observations of the classroom physical environment and organizational arrangement.
- 2.5.4 Observations of the child's behavioral characteristics (temperament) which may be contributing to the child's difficulties in the classroom.
- 2.5.5 Completion of a functional behavior analysis for each problematic behavior.
- 2.5.6 Assessment of all observations and recommendations for meeting a child's social-emotional needs.

**2.6 TASK C – STAFF CONSULTATION:**

A minimum of (two) 2 case conferences per referral conducted by the contract provider and held with the Head Start team working with the identified children and families. Purpose of consultation is to:

- 2.6.1 Assess child/family strengths and needs related to behavioral health concerns.
- 2.6.2 Review with staff the functional behavior analysis and discuss possible reasons or causes for the child's behavior.
- 2.6.3 Review recommendations for meeting the child/family needs and strategies for reducing the incidence of child's challenging behavior.
- 2.6.4 Review/assess effectiveness of mental health interventions and/or behavior plans.

**2.7 TASK D – BEHAVIOR PLAN DEVELOPMENT:**

Development of a plan that includes goals for behavior and strategies for intervention created in collaboration with families and staff.

- 2.7.1 Using the classroom observation, the mental health professional and/or behavior interventionist together with staff and parents, will design a series of strategies to promote positive interactions between the child and others.
- 2.7.2 Copies of the behavior plan are given to both the staff and the parent once completed.
- 2.7.3 The plan is reviewed with staff and parents during a mutually agreed upon date but no greater than 30 days to determine plan progress and need for modifications. (billed under on-site consultation/TASK C)
- 2.7.4 Based on the recommendations in the behavior plan, the contractor also may prepare forms, submit information, and refer children for further evaluation to other community agencies within one week of the review of the child's plan. These referrals would be made through the Family Case Specialist unless the family and/or child are in crisis.



**2.8 TASK E – PARENT CONSULTATION:**

Contact with a family or families that addresses specific or general mental health concerns and may be conducted in the form of the following:

- 2.8.1 Attendance at a parent meeting to discuss general issues of mental/behavioral health, available community resources or specific questions parents may have.
- 2.8.2 Meeting one on one with a family to provide them with specifically requested information (either by handouts, resource and referral information or face to face technical assistance).
- 2.8.3 Contact with a family via face to face or telephone that allows the contract provider the opportunity to learn more about the child's behavior in order to complete the functional behavior assessment and understand possible causes for the child's behavior.

**2.9 TASK F – STAFF AND PARENT TRAINING:**

Trainings conducted as requested by the Special Needs Coordinator during specific staff training times.

- 2.9.1 Train staff on mental/behavioral issues as determined by the contractor and the Head Start Special Needs Coordinator during the annual pre-service (typically held in July).
- 2.9.2 Train staff on mental/behavioral issues as determined by the contractor and the Head Start Special Needs Coordinator during the annual mid-service (typically held in January).
- 2.9.3 Conduct other trainings for staff and parents as requested and time in contract allows.
- 2.9.4 Appropriate training topics will be determined during administrative planning times (TASK A).

**2.10 BEHAVIORALHEALTH QUALITY ASSURANCE:**

- 2.10.1 Satisfaction surveys will be conducted annually
- 2.10.2 All billings will be reviewed and reconciled on a monthly basis.
- 2.10.3 The contract will be monitored for compliance with county standards annually.
- 2.10.4 The MCHS Comprehensive Monitoring Tool (CMT) will be utilized to verify services are rendered in compliance with Federal Head Start Performance Standards.

**2.11 REPORTING REQUIREMENTS:**

- 2.11.1 Each classroom and Home Base visit must be recorded on the appropriate mental health form based on the type of visit (progress note, observation form, home assessment form etc.) and kept in the child's file in the classroom.
- 2.11.2 A Program Information Report (PIR) must be completed and submitted to the Contract Specialist annually on a form provided by the Department, by the date established by the Program Administrator.
- 2.11.3 Claims for reimbursement must be supported by documentation and contain the client's name, the cost incurred, date of service, unit of service, and therapist providing the service.

- 2.11.4 The contractor shall submit to the Special Needs Coordinator a monthly progress report by the tenth (10<sup>th</sup>) working day of the following month. The Department will provide the reporting format.
- 2.11.5 The contractor and all subcontractors performing under this Contract shall create and maintain client records, financial records, and all other documents and information relevant to this Contract and shall hold open such materials to inspection and review by the Department's official monitors or auditors for three (3) years. All the above may examine, copy, and make use of any and all said materials. A paragraph to this effect shall be placed in all subcontracts.

2.12 STANDARDS/LICENSURE REQUIREMENTS:

- 2.12.1 All services must be provided by professionals who meet the State requirements for certification and/or licensure, as well as meet all Day Care Licensing requirements for personnel (which include fingerprinting and a background check) and who have training and/or experience in the needs of young children ages 0-5. Resumes/Vitae of professional staff (including job description[s] for staff not yet hired) who will provide contract services should be provided with the proposal.
- 2.12.2 Psychologists must be certified by the Arizona Board of Behavioral Health Examiners per A.R.S., Title 32, Sections 2061, et seq., or have completed the Ph.D. and function under the direct supervision of a licensed psychologist.
- 2.12.3 Mental Health Counselors (MHC) must be graduates of an accredited university with a degree in counseling, psychology, social work or related fields, be certified by the state of Arizona (or function under the direct supervision of a licensed psychologist or certified CISW) and have experience working with young children and their families.
- 2.12.4 Behavioral Interventionists must be graduates of an accredited university with a degree in counseling, psychology, special education, education or related fields and have experience conducting functional behavioral analysis and developing behavioral intervention plans in the preschool setting.
- 2.12.5 Interns may provide supplemental services at 50% for the regular billing rates. Interns must work under the direct supervision of a certified counselor or licensed psychologist. Permission must be obtained from the Special Needs Coordinator prior to the intern beginning services.

2.13 PROGRAM REQUIREMENTS:

- 2.13.1 Contractor must provide contract services to each child in the child's dominant language. (Note: Many children in the Head Start program are often bilingual or monolingual in Spanish).
- 2.13.2 All services must meet Head Start Performance Standards (45-CFR-1304), Arizona Regulations R-7-2-401, and Part B of the Individuals with Disabilities Education Act, as amended.
- 2.13.3 Contractor must maintain confidentiality of children's records for a period of three (3) years.
- 2.13.4 Services shall be provided a minimum of one hundred fifty-one (151) days per year. Days of operation will be Monday through Friday, 8:00 A.M. to 5:00 P.M. Classrooms operate Monday through Friday. **See Attachment D, County Holiday Schedule.**
- 2.13.5 All services will be provided in accordance with the applicable service specifications and "unit definitions and principles for computing and recording units".

2.14 CONTRACTING STANDARDS:

- 2.14.1 This program shall not commence prior to July 1, 2003, and shall not extend beyond June 30, 2006. Option to renew for up to three years will be based on satisfactory performance, availability of funds and approval by the Board of Supervisors.
- 2.14.2 Contractor must be able to confirm that it has all necessary licenses, certificates, and permits for operation of the proposed program in the State, City or Town and County.
- 2.14.3 The Contractor shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall, to the extent such provisions apply, comply with Title VI and VII of the Federal Civil Rights Act; the Federal Rehabilitation Act; the Age Discrimination in Employment Act; American With Disabilities Act and; Arizona Executive Order 75-5 which mandates that all persons shall have equal access to employment opportunities.
- 2.14.4 Contractor must be able to satisfactorily answer all questions in Proposer Information Questionnaire or be able to resolve any negative findings prior to contract award
- 2.14.5 The Contractor must accept the units of service in the objective and to implement the Work Statement contained in this IFB for the proposed contract term.
- 2.14.6 "Maricopa County Minority and Women Owner Business shall not disclose any documents submitted in support of an application for certification, if confidentiality is requested at the time information is submitted, to the extent allowed by Arizona Revised Statutes, Section 39-121."
- 2.14.7 The maximum amount available under this IFB is \$70,000 (FY basis) subject to the availability of funds as currently provided by the grantor. Should additional funds become available additional quantities of services may be required under the same terms and conditions.
- 2.14.8 Contractor must submit a schedule of Proposed Unit Costs with the basis for each cost and include the number (quantity) of each unit to be provided under this contract. Proposed Unit Costs are specific to the list of services Task A through Task F as follows(detailed explanations of tasks are found in the definitions of the Technical Specifications):
  - **Administrative Support and Planning (Task A)**
  - **Classroom Observations (Task B)**
  - **Staff Consultation (Task C)**
  - **Behavior Plan Development (Task D)**
  - **Parent Consultation (Task E)**
  - **Staff and Parent Training (Task F)**
- 2.14.9 Contractor must indicate the intended geographical service area if not the total Maricopa County area, outside the City of Phoenix, whether this proposal is to serve the East Side, West Side, or both. The East Side is defined as east of the City of Phoenix boundaries, which includes Tempe, Scottsdale, Cave Creek, Chandler, Gilbert, Guadalupe Higley, Mesa, and Queen Creek. The West Side is defined as west of the City of Phoenix boundaries and includes Avondale, Glendale, Surprise, Aguila, El Mirage, Peoria, Wickenburg, Buckeye, Gila Bend, and Tolleson.

- 2.14.10 The provisions of A.R.S. § 46-141 are hereby incorporated as provisions of this Contract.
- 2.14.11 Any contract provider for the provision of services to juveniles shall provide that personnel who are employed by the provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall be finger printed as a condition of employment. The Provider shall submit employee fingerprints to the agency designated below before the performance of any job duties by the employee which require or allow the employee to provide services directly to juveniles without supervision. Personnel under eighteen years of age shall not be prohibited from employment solely because criminal history record information is not available to the department.
- 2.14.11.1 Contractors providing Job Training Partnership Services (JTPA): Arizona Department of Economic Security,
- 2.14.11.2 Contractors providing Head Start Services: Arizona Department of Health Services, Office of Fingerprint Services, 1647 E. Morten Ave., Suite 190, Phoenix, Arizona 85020.
- 2.14.12 The provider shall assume the costs of fingerprint checks and may charge these costs to its finger printed personnel. The department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.
- 2.14.13 Personnel who are employed by any provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department and notarized whether they are awaiting trial on or have ever been convicted of any of the following criminal offenses in this state or similar offenses in another state or jurisdiction prior to the performance of any job duties by the employee which require or allow the employee to provide services directly to juveniles without supervision.
- Sexual abuse of a minor; incest; first or second degree murder; kidnapping; arson; sexual assault; sexual exploitation of a minor; contributing to the delinquency of a minor; commercial sexual exploitation of a minor; felony offenses involving distribution of marijuana or dangerous or narcotic drugs; burglary; robbery; a dangerous crime against children as defined in A.R.S. § 13-604.01; child abuse; sexual conduct with a minor; molestation of a child; manslaughter; aggravated assault.
- 2.14.14 The provider may avoid cancellation or termination of the contract if the person whose fingerprints or certification form shows that he has been convicted of or awaiting trial on an offense or similar offense as listed in this subsection is immediately prohibited from employment or service with the provider in any capacity requiring or allowing the person to provide services directly to juveniles without supervision.
- 2.14.15 The requirements of subsections 1 through 6 of this section do not apply to any personnel who are employed by a provider that has a contract for services to juveniles with or is licensed or certified by the Department of Health Services, The Supreme Court, or the State Department of Juvenile Corrections and who have been finger printed and submitted the required certification forms in connection with that employment.
- 2.14.16 Adult clients of a provider or licensee who are receiving treatment services are exempt from the requirements of this section, unless they provide services directly to juveniles without supervision. Volunteers who provide services to juveniles under the direct visual supervision of the contractor's or licensee's employees are exempt from the fingerprinting requirements of this section.

2.15 ESTIMATED SERVICE POPULATION:

- 2.15.1 Approximately 105 classrooms with 17 children/classroom. The “East Side” of the County has approximately 55 classrooms and “ West Side” 50 classrooms, which serve 2,368 children.
- 2.15.2 Estimated 200 total families (east and west sides) requiring services beyond the initial classroom observation with an approximate maximum caseload of 50 families per contractor at any given time during the service period.
- 2.15.3 Incidents of mental health in this population are similar to other populations in the Valley.

2.16 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.

**3.0 SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County’s intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 RATE ADJUSTMENTS:

Rate increases will be determined by the Maricopa County Human Services Agency at the time of contract anniversary or renewal. In no case will the contract rate increase exceed the current the Producer Price Index (PPI) for the commodity. Rate increases are at the discretion of the County and are not guaranteed. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

3.4 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.4.1 Compliance with specifications
- 3.4.2 Acceptance of pre-determined compensation/fee schedule.
- 3.4.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County’s best interest.

3.5 FACILITIES:

During the course of this Agreement, the County shall provide the Contractor’s personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

3.6 INDEMNIFICATION AND INSURANCE:

3.6.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.6.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.6.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit.

The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.6.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.6.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.6.3 Certificates of Insurance.

3.6.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.6.3.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice.

**BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.6.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.6.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.7 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.9 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 W. LINCOLN ST.  
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

STAN FISHER, SENIOR PROCUREMENT CONSULTANT, 602-506-3274  
(sfisher@mail.maricopa.gov)

Technical inquiries shall be addressed to:

NELLIE CAMPBELL, CONTRACT ADMINISTRATOR, HUMAN SERVICES, 602-506-8887

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

**NOTE: CONTRACTORS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR BIDS.**



## ATTACHMENT A

## PRICING

SERIAL 03149-S

PRICING SHEET **S083213 B070055 NIGP 95262**

BIDDER NAME: \_\_\_\_\_

F.I.D./VENDOR #: \_\_\_\_\_

BIDDER ADDRESS: \_\_\_\_\_

P.O. ADDRESS: \_\_\_\_\_

BIDDER PHONE #: \_\_\_\_\_

BIDDER FAX #: \_\_\_\_\_

COMPANY WEB SITE: \_\_\_\_\_

COMPANY CONTACT (REP): \_\_\_\_\_

E-MAIL ADDRESS (REP): \_\_\_\_\_

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: \_\_\_\_ YES \_\_\_\_ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? \_\_\_\_ YES \_\_\_\_ NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP  
WHEN PAYING WITH A PROCUREMENT CARD? \_\_\_\_ YES \_\_\_\_ NO

INTERNET ORDERING CAPABILITY: \_\_\_\_ YES \_\_\_\_ NO \_\_\_\_ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: \_\_\_\_ YES \_\_\_\_ NO

PAYMENT TERMS: **BIDDER IS REQUIRED TO CHOOSE ONE OF THE FOLLOWING.**

TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.

FAILURE TO CHOOSE A TERM WILL RESULT IN A DEFAULT TO NET 30.

**BIDDER MUST INITIAL THE SELECTION BELOW.**

NET 10 \_\_\_\_\_

NET 15 \_\_\_\_\_

NET 20 \_\_\_\_\_

NET 30 \_\_\_\_\_

NET 45 \_\_\_\_\_

NET 60 \_\_\_\_\_

NET 90 \_\_\_\_\_

2% 10 DAYS NET 30 \_\_\_\_\_

1% 10 DAYS NET 30 \_\_\_\_\_

2% 30 DAYS NET 31 \_\_\_\_\_

1% 30 DAYS NET 31 \_\_\_\_\_

5% 30 DAYS NET 31 \_\_\_\_\_

INDICATE PERCENTAGE OF M/WBE PARTICIPATION IF ANY HERE: \_\_\_\_\_ %

PLEASE INDICATE HOW YOU HEARD ABOUT THIS SOLICITATION:

\_\_\_\_ NEWSPAPER ADVERTISEMENT

\_\_\_\_ MARICOPA COUNTY WEB SITE

\_\_\_\_ PRE-SOLICITATION NOTICE

\_\_\_\_ OTHER (PLEASE SPECIFY)

**1.0 PRICING:**ITEM DESCRIPTIONHOURLY RATE**CONSULTATIVE MENTAL/BEHAVIORAL HEALTH SERVICES AS  
SPECIFIED AND DEFINED HEREIN**~~\$45.00~~ **35.00 /HR.****RESPONDENT/PARTICIPANT SHALL STATE PREFERENCE CONCERNING PROVIDING SERVICES TO  
"WEST SIDE LOCATIONS" OR "EAST SIDE LOCATIONS", AS DEFINED HEREIN CHECK PREFERENCE BELOW****PREFER "WEST SIDE" LOCATIONS** \_\_\_\_ YES \_\_\_\_ NO**PREFER "EAST SIDE" LOCATIONS** \_\_\_\_ YES \_\_\_\_ NOVendor signature indicates agreement with the pre-determined hourly rate referenced above. Rate increases will  
be determined by the Maricopa County Human Services Agency, when the contract is evaluated on an anniversary  
or renewal date basis and shall in no case be greater than the current Producer's Price Index (PPI)\_\_\_\_\_  
Signature *REQUIRED*\_\_\_\_\_  
Date

ATTACHMENT B

**AGREEMENT**

The Contractors hereby certify that they have read, understand and agree that acceptance by Maricopa County of the Contractor's offer by the issuance of a Purchase Order or Contract will create a binding Contract. Further, they agree to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement.

**BY SIGNING THIS AGREEMENT THE SUBMITTING FIRMS CERTIFIES THAT THEY HAVE REVIEWED THE ADMINISTRATIVE INFORMATION AND CONTRACTUAL TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>, AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.**

---

MINORITY/ WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

\_\_\_\_\_ Disadvantaged Business Enterprise (DBE)  
\_\_\_\_\_ Women-Owned Business Enterprise (WBE)  
\_\_\_\_\_ Minority Business Enterprise (MBE)  
\_\_\_\_\_ Small Business Enterprise (SBE)

---

\_\_\_\_\_  
FIRM SUBMITTING BID

\_\_\_\_\_  
FEDERAL TAX ID NUMBER

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
FAX #

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
DATE

WEB SITE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

MARICOPA COUNTY, ARIZONA

BY: \_\_\_\_\_  
DIRECTOR, MATERIALS MANAGEMENT

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

ATTESTED:

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
MARICOPA COUNTY ATTORNEY

\_\_\_\_\_  
DATE

ATTACHMENT C

**CONTRACTOR REFERENCES**

**FIRM SUBMITTING BID:** \_\_\_\_\_

1. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

2. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

3. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

4. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

5. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

ATTACHMENT D

CONTRACTOR INFORMATION

IN OUR CONTINUING EFFORT TO INSURE THAT OUR CONTRACTOR REGISTRATION SYSTEM IS CORRECT, PLEASE FURNISH THE FOLLOWING INFORMATION:

LEGAL NAME OF ORGANIZATION/INDIVIDUAL: \_\_\_\_\_

DOING BUSINESS AS (IF APPLICABLE): \_\_\_\_\_

FEDERAL TAX ID NUMBER: \_\_\_\_\_ MARICOPA COUNTY VENDOR NUMBER: \_\_\_\_\_

**OWNERSHIP** INDIVIDUAL/  
**STATUS:** SOLE PROPRIETOR: \_\_\_\_\_ CORPORATION: \_\_\_\_\_ PARTNERSHIP: \_\_\_\_\_ OTHER: \_\_\_\_\_

**CORPORATE ADDRESS:** \_\_\_\_\_ **CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**WEB SITE ADDRESS:** \_\_\_\_\_

**NAME OF CONTACT PERSON:** \_\_\_\_\_

**ADDITIONAL ADDRESS FOR:** \_\_\_\_\_ **P.O.** \_\_\_\_\_ **ACCTS RECEIVABLE** \_\_\_\_\_ **SOLICITATIONS** \_\_\_\_\_

\_\_\_\_\_ **CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**NAME OF CONTACT PERSON:** \_\_\_\_\_

**ADDITIONAL ADDRESS FOR:** \_\_\_\_\_ **P.O.** \_\_\_\_\_ **ACCTS RECEIVABLE** \_\_\_\_\_ **SOLICITATIONS** \_\_\_\_\_

\_\_\_\_\_ **CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**NAME OF CONTACT PERSON:** \_\_\_\_\_

**ADDITIONAL ADDRESS FOR:** \_\_\_\_\_ **P.O.** \_\_\_\_\_ **ACCTS RECEIVABLE** \_\_\_\_\_ **SOLICITATIONS** \_\_\_\_\_

\_\_\_\_\_ **CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**NAME OF CONTACT PERSON:** \_\_\_\_\_

NOTE: NO PREFERENCE IN AWARDING CONTRACTS IS GIVEN TO CONTRACTORS REGISTERED WITH MARICOPA COUNTY DEPARTMENT OF MATERIALS MANAGEMENT, HOWEVER, YOU MUST REGISTER AS A CONTRACTOR IF AWARDED A CONTRACT IN ORDER TO FULFILL THE CONTRACTUAL REQUIREMENTS. CONTACT MATERIALS MANAGEMENT AT (602) 506-8718 FOR A REGISTRATION PACKET.

I HEREBY CERTIFY THAT:

1. I AM DULY AUTHORIZED TO CERTIFY THE INFORMATION REQUESTED HEREIN.
2. TO THE BEST OF MY KNOWLEDGE, THE ELEMENTS OF THE INFORMATION PROVIDED HEREIN ARE ACCURATE AND TRUE AS OF THIS DATE.
3. MY ORGANIZATION SHALL COMPLY WITH ALL STATE STATUTES AND FEDERAL EQUAL OPPORTUNITY AND NON-DISCRIMINATION REQUIREMENTS AND CONDITIONS OF EMPLOYMENT IN ACCORDANCE WITH A.R.S. TITLE 41, CHAPTER 9, ARTICLE 4 AND EXECUTIVE ORDER NUMBER 75-5 DATED APRIL 28, 1975.
4. MY ORGANIZATION SHALL COMPLY WITH ALL TERMS AND CONDITIONS OF SOLICITATIONS AND CONTRACTUAL DOCUMENTS, REGULATIONS AND LAWS, AND POLICIES AND PROCEDURES SET FORTH IN THE MARICOPA COUNTY PROCUREMENT CODE APPLICABLE TO THE TYPE OF PROCUREMENT (SERVICE OR COMMODITY).

\_\_\_\_\_  
PRINTED OR TYPED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**ATTACHMENT D (CONTINUED NEXT PAGE)**



Form W-9.doc

## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	<input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN).  
**However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

**Note:** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			+		+			
or								
Employer identification number								
	+							

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign  
Here

Signature of  
U.S. person ▶

Date ▶

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

### Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% **after** December 31, 2003; 28% **after** December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note:** *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note:** *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

**Exempt payees.** Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup> See **Form 1099-MISC**, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note:** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at [www.ssa.gov/online/ss5.html](http://www.ssa.gov/online/ss5.html). You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.



## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** *If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.*

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

